

Keokuk Water Works      Teamsters #238 (Water Works)      7/1/2005 6/30/2008

**AGREEMENT**

**BETWEEN**

**KEOKUK MUNICIPAL WATERWORKS**

**AND**

**CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL  
UNION 238  
AFFILIATED WITH INTERNATIONAL BROTHERHOOD  
OF  
TEAMSTERS**

**JULY 1, 2005**

**THROUGH**

**JUNE 30, 2008**

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July 1, 2005 – June 30, 2008

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## PREAMBLE

THIS AGREEMENT is executed by the Keokuk Municipal Waterworks, a municipally owned utility of the City of Keokuk, Iowa, governed and operated by a Board of Trustees, hereinafter called "Employer" and Chauffeurs, Teamsters and Helpers, Local Union No. 238, affiliated with the International Brotherhood of Teamsters, hereinafter called "Union".

## ARTICLE 1

The Union shall be the sole representative of all classifications of employees covered by this Agreement in collective bargaining with the Employer in the following classifications, to-wit:

- (a). Plant Operator Trainee
- (b). Plant Operator Grade 1
- (c). Plant Operator Grade 2
- (d). Plant Operator Grade 3
- (e). Plant Operator Grade 4
- (f). Plant Maintenance Employee
- (g). Working Lead Person
- (h). Utility Worker
- (i). Meter Reading & Maintenance Employee
- (j). Utility Worker Distribution Grade 1
- (k). Utility Worker Distribution Grade 2
- (l). Utility Worker Distribution Grade 3

The Union recognizes the employee's responsibility to cooperate with the Waterworks to assure maximum service to the public.

The Employer has, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and the right to direct the work of its public employees; hire, promote, demote, transfer, assign and retain public employees in position within the Employer's operation; to suspend or discharge public employees for proper cause; to maintain the efficiency of governmental operation; to relieve public employees from duties because of lack of work or for other legitimate reasons, to determine and implement methods, means, assignments and personnel by which the public Employer's operations are to be conducted; to take such action as may be necessary to carry out the mission of the public Employer; to initiate, prepare, certify, and administer its budget; to exercise all powers and duties granted to the Employer by law; and to exercise its total rights as an Employer, except as expressly limited herein.

Any person newly employed shall be so employed only on a one hundred fifty (150) consecutive calendar days trial basis during which time he/she shall either be discharged by the Employer without further recourse be placed on the regular seniority list as of date of hire. This shall not apply to any person newly employed (in the summer work program for youth); as a part of any state or federal employment program (or any person employed on a seasonable basis, or under Article XIX, provided that such employment shall be limited to a period of ninety-two (92) working days). No regular employees shall be laid off as long as any person working under the above mentioned program is employed. Any temporary employee or seasonal employee who is hired as a permanent employee shall not serve a probationary period if the employee has already worked for one hundred fifty (150) consecutive calendar days. In the event the Employer hires a person who was part-time, temporary help, or on a state or federal employment program mentioned above as a regular employee, that employee shall be given a seniority date one day later than the last regular employee hired.

## ARTICLE 2

### UNION STEWARD & AGREEMENT POLICY

Section 1. The Employer recognizes the right of the Union to designate one Grievance Steward and one alternate to handle such Union business as may from time to time be delegated to them by the Union Executive Board.

Section 2. Employer agrees to grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a Labor Convention or to serve in any capacity or any other Union official business.

The Union agrees that notification of leave of absence will be given to the Waterworks as far in advance of the effective date as possible.

Section 3. A copy of this Agreement may be posted on the Bulletin Board of each Department. The Departments are Treatment Plant, Meter Shop and Distributive Crew.

Section 4. The Business Agent or anyone else authorized to act for him/her shall have the privilege, by appointment, to visit the Treatment Plant, Distribution, Meter Shop and Waterworks office to help enforce the rules of this Agreement and take care of any grievance that might arise.

## ARTICLE 3

### EXTRA CONTRACT AGREEMENTS

The Employer, signer of this Agreement, agrees not to enter into any agreement or contract with its employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

#### ARTICLE 4

##### MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained by not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

#### ARTICLE 5

##### LOSS OR DAMAGE

No employee shall be charged for negligent loss or damage to employer's property unless clear proof of negligence is shown provided, however, that nothing herein shall prevent the employer from charging employees for loss or damage resulting from the willful or deliberant acts of employees.

#### ARTICLE 6

##### BONDS

Should Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

#### ARTICLE 7

##### COMPENSATION CLAIMS

The Employer agrees to cooperate toward the prompt payment of on the job injury compensation claims.

#### ARTICLE 8

##### SENIORITY

The purpose of this Article is to protect the seniority of the employees, and seniority shall prevail at all times

Section 1. Seniority shall mean the priority obtained as a result of any employee's length of continuous service with the Employer and shall commence on the date of employment and become applicable immediately following completion of the probationary period.

Section 2. An employee shall lose seniority rights upon:

(a). Resignation (b). Discharge (c). Lay-off or suspension for a period of longer than one year.

(d). Failing to report for work within five days excluding Saturday and Sunday after receipt of a certified letter sent to last known address or five days excluding Saturday and Sunday from refusal to accept such a letter provided, however, that in the event a certified letter is returned as undeliverable rights under this provision shall terminate upon the employer's receipt of notice from the United States Post Office that the certified letter is undeliverable.

(e). Retirement

Section 3. There shall be a Master seniority list covering all employees in the bargaining unit showing the name, classification and date of hire of the employee. The purpose of this Master list shall be for lay-offs and recalls to employment by seniority and for new jobs or vacancies subject to the provisions of Section 6 of this Article. There shall be individual seniority lists covering all employees in each department showing name, classification and date of hire. The classifications shall be:

- (1). Plant Operator Trainee
- (2). Plant Operator Grade 1
- (3). Plant Operator Grade 2
- (4). Plant Operator Grade 3
- (5). Plant Operator Grade 4
- (6). Plant Maintenance Employee
- (7). Working Lead Person
- (8). Utility Worker
- (9). Meter Reading & Maintenance Employee
- (10). Utility Worker Distribution Grade 1
- (11). Utility Worker Distribution Grade 2
- (12). Utility Worker Distribution Grade 3

Section 4. In the event the Employer determines that an employee must be laid off, seniority shall be the controlling factor in said lay-off, if qualifications, including state certification, are equal between or among affected employees. An employee who is to be laid off will be given five (5) working days notice and no employee shall be laid off so long as part-time or temporary employees are doing bargaining unit work. An employee who is laid off shall advise the Employer of his/her current address and of any changes therein during the layoff. Any employee subject to layoff shall have the right to bump an employee with less seniority provided that the employee bumping is qualified, including any required state certification.

Section 5. Employees shall be subject to recall based upon seniority. Only employees qualified to fill a recalled position shall be given notice. Employees shall be notified of recall by certified mail. An employee shall have five days excluding Saturday and Sunday from receipt of a certified letter or five days excluding Saturday and Sunday from refusal to accept a certified letter to report to work. All such letters shall be sent to the employee's last known mailing address as shown in the employer's records. An employee for whom a certified letter is returned by the United States Postal Service as undeliverable shall lose recall rights at the time such notice is delivered to the employer. The employee and employer may mutually agree that the employee may actually commence working at any time during a 15 day period following notice of recall, provided that the employer and employee may mutually agree to extend such period of time for the actual commencement of work.

Section 6. In the event jobs are created or vacancies occur in any classification within a department, the job will be posted in each department for at least five (5) days to give all employees a right to make application for the job. In the event one or more employees is on vacation or extended sick leave or on an approved leave of absence during a time when a job opening notice is posted, the Employer will send a notice of such opening to said employee or employees by certified mail to their home address. Seniority, shall be the controlling factors in filling such new job or vacancy. Any employee selected to fill a new job or a vacancy will be on probationary status for forty-five (45) working days during which time the Employer will determine whether or not the employee's position will revert to his/her old classification.

Section 7. Seniority shall prevail as to overtime work. If the senior employee does not choose to work the overtime assignment, then he/she may decline and the junior employee must perform the work, If the entire department must be utilized for overtime, then all employees must work, except in the case of illness or other excusable reasons.

Section 8. An employee promoted from the bargaining unit shall retain but not continue to acquire seniority.

Section 9. Any employee covered by this Agreement who was hired and worked for the City of Keokuk in any capacity shall be given a seniority date as of their last date of hire in the unit and shall retain all other accumulated benefits in their former positions with the City. (Accumulated benefits to be identified as vacation, sick leave, I.P.E.R.S., etc.)

Section 10. In the event an employee works in a higher classification he/she shall be paid wages provided for in that classification. The Employer shall have first decision as to who is qualified to fill this temporary position.



## ARTICLE 9

### LEAVE OF ABSENCE

Any employee desiring a leave of absence from his/her employment shall secure written permission from his/her Employer. Any leave of absence granted will be without pay and the Union will be furnished a copy of the written leave granted. Failure to comply with this provision shall result in the complete loss of the seniority rights of the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

## ARTICLE 10

### MILITARY SERVICE

Employees enlisting or entering the military service of the United States shall be granted all rights and privileges provided in the Uniform Services Employment and Reemployment Rights Act of 1994 and State of Iowa Code 2001 and Judicial Branch.

## ARTICLE 11

### SICK LEAVE

Section 1. Sick leave shall be used for personal illnesses and injury, including on the job injury or disability. Sick leave will not be allowed if an employee is injured while gainfully employed by a different employer.

Section 2. Effective July 1, 1978, the employees will be advanced and credited with one (1) day (8 hours) sick leave per month on the last pay day of each month to a maximum of twelve (12) days per ensuing year. Unused sick leave allowance shall be accumulated to a maximum of one hundred thirty-two (132) days or one thousand fifty-six (1,056) hours. Twelve (12) additional sick days shall be credited to all employees with ten (10) years or more of service as of June 30, 1978 if on that date the employee has the maximum of one hundred twenty (120) days accumulated sick leave.

Section 3. Sick leave payments will be made to the extent of the earned sick leave for all periods of non-occupational illness or injury. The Employer may send a representative of the Employer to the employee's house to verify the cause of absence if they so desire. Any employee confined to a hospital or furnishing a doctor's certificate will not in any event be questioned about his/her sick leave.

The employer agrees that the employees will be paid forty (40) hours of their accumulated sick leave for the first week off of work due to an occupational illness or injury. In the event the employee is off longer than one (1) week due to occupational illness or injury, the employee shall be entitled to use his/her accumulated sick leave in conjunction with workers compensation check as to verification for the balance of the sick leave payment to be made.

Each employee who has reached the maximum accumulation of sick leave available under this Agreement shall be allowed an additional eight (8) hours sick leave each month during the contract year which shall accumulate during the year provided that at the end of each contract year said employee's accumulated sick leave, if it exceeds the maximum allowance under this Agreement, shall be reduced to said maximum allowable accumulation and further provided no benefit based upon accumulated sick leave shall be determined upon an amount of accumulated sick leave greater than the maximum allowable accumulation of sick leave allowable under this Agreement.

Section 4. The Employer reserves the right to require a physician's release for any absence due to sickness or disability in excess of three (3) days, before the employee can return to full duty and the employee shall be entitled to draw full sick leave while procuring a doctor's release.

After an employee's second absence (of any length) in the course of a single contract year, the Employer reserves the right to require a written statement from a physician as verification of an absence due to sickness, provided, the supervisor will exercise the right to require such a statement by giving the employee notice of the requirement at the time the employee notifies the Employer of illness.

Section 5. Upon regular retirement of the employee, fifty per cent (50%) of all accrued and unused sick leave will be paid, in compliance with Article 11, Section 2.

Section 6. Any employee who has accumulated the maximum amount of sick leave which may be accumulated under this Agreement shall receive at the end of each contract year in which sick leave is not used for purposes of an illness, a recognition award equal to eight (8) hours pay.

Section 7. In the event of the death of an employee who has accumulated the maximum amount of sick leave which may be accumulated under this Agreement, the designee of such employee shall receive an amount equal to fifty (50%) per cent of the hourly rate value of said accumulated sick leave. In the event the employee has not elected a designee, said sum shall be paid to the employee's spouse and in the failure of the spouse, to the employee's estate.

## ARTICLE 12

### DISCHARGE

The Employer shall not discharge any employee without just cause and shall give at least one warning notice of the complaint against such employee to the employee in writing and a copy of the notice to the Union Steward in the employee's department, except that no warning notice be given any employee before he/she is discharged if the cause of such discharge is purposely falsifying any Employer reports or records, for personal gain of the employee, use of illegal drugs while on duty, loss of a license required for the performance of an employee's duties, dishonesty or drunkenness or recklessness resulting in a serious accident while on duty. The warning notice herein provided shall not remain in effect for a period of more than nine (9) months from date of

said warning notice. Any employee may request an investigation as to his/her discharge. Should such investigation prove that an injustice has been done an employee, he/she shall be reinstated and compensated at his/her usual rate of pay while he/she has been out of work. Appeal from discharge must be made within five (5) working days by written notice, and a hearing held within ten (10) working days from the date of written notice of appeal.

### ARTICLE 13

#### PAY DAYS

All employees covered by this Agreement shall have regular established pay days. Not more than fourteen (14) days shall be held on any employee.

### ARTICLE 14

#### HOURS OF WORK

Section 1. The normal workweek for continuous shift employees shall consist of five (5) eight (8) hour days based on a workweek from Wednesday midnight through Wednesday midnight. For all other employees the normal workweek shall consist of five (5) eight (8) hour days based on a workweek of Monday through Friday. All employees covered by this Agreement shall be guaranteed a forty (40) hour workweek if they start work on their first shift of their scheduled work week. Each work shift shall consist of eight (8) hours pay per day either Monday through Friday or the Plant Operator's posted workweek schedule.

Section 2. Continuous shift employees refers to employees in classifications where it is required that there be employees on duty seven (7) days per week, twenty-four hours per day. Continuous shift employees shall normally work the following, to wit:

- (a). 6:30 A.M. to 2:30 P.M.
- (b). 2:30 P.M. to 10:30 P.M.
- (c). 10:30 P.M. to 6:30 A.M.

Employees working the above shifts shall be allowed a thirty (30) minute meal break while on duty between the fourth and sixth hour of each shift, if possible.

Section 3. Distribution employees, plant maintenance, meter readers and meter maintenance employees shall normally work from 8:00 a.m. until 4:30 p.m. with a one-half (1/2) hour unpaid lunch period, at times scheduled by the Employer.

Section 4. Operators will be permitted to trade shifts with fellow Operators with the approval of the Employer.

Section 5. To the greatest extent possible, each employee will be granted two (2) ten (10) minute rest periods during each workday at times scheduled by the Employer.

Section 6. No employee will conduct any personal business while on duty or make or receive personal calls except for break period, lunch period, or in case of an emergency.

## ARTICLE 15

### HOLIDAYS

Section 1. Regular recognized holidays by both parties are:

New Year's Day	Labor Day
President's Day	Veteran's Day
Good Friday	Thanksgiving
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas

Section 2. Pay for all employees for each holiday listed in Section 1, not worked, or a day recognized in lieu thereof, shall be eight (8) hours at his/her straight time hourly rate, including those which fall on Saturday.

Pay for any time actually worked by any employee on a holiday or a day recognized in lieu thereof, shall be two and one-half (2 1/2) times his/her straight time hourly rate.

Any employee who is called in to work at any time on the holiday or a day observed as a holiday, shall be paid two and one-half (2 1/2) times his/her straight time hourly rate for all hours worked, with a guarantee of a minimum four (4) hours for such call-in.

The Employer shall designate the day on which the holiday is to be observed except that if an aforementioned holiday falls on a Saturday, the preceding Friday will be observed as a holiday and if the aforementioned holiday falls on a Sunday the following Monday will be observed as a holiday. The holiday designated will be the holiday for all employees.

In order to qualify for eight (8) hours of straight time pay for a holiday not worked, it is provided that an employee must work his/her regular scheduled workday which immediately precedes and/or follows the holiday, except in cases of proven illness or unless the absence is mutually agreed to. This excludes vacations and normal days off. Personal days cannot be used to avoid this requirement.

Section 3. When an employee receives pay for a holiday not worked as provided in Section 2 of this Article, those hours will be considered as time worked for purposes of calculating hours in excess of forty (40) in a work week, except when such holiday falls on Saturday, and except those employees working at the plant on a continued twenty-four (24) hour operation.

Section 4. In addition to the holidays herein, each employee will be granted two personal leave days per year. This shall be in addition to any other contracted days off or holidays and may be taken by the employee with his supervisor's approval at any time.

## ARTICLE 16

### VACATIONS

Section 1. Subject to and in accordance with the provisions of this Article, paid vacations shall be granted to employees after continuous active service pursuant to the following schedule:

After one (1) year of employment - one (1) week's vacation.

Second year of employment through the fifth year of employment - two (2) weeks of vacation.

Sixth year of employment through the twelfth year of employment - three (3) weeks of vacation.

Thirteenth year of employment through the nineteenth year of employment - four (4) weeks of vacation.

Twentieth year of employment and each subsequent year thereafter - five (5) weeks of vacation.

Section 2. A week's vacation pay shall be computed by multiplying forty (40) hours by the employee's prevailing straight time hourly rate at time of vacation.

Section 3. Vacations shall be earned and subject to and in accordance with Section 1 of this Article, and shall be granted from date of hire to date of hire. The Employer shall post the schedule for vacation sign ups on January 1st of each year for the next succeeding vacation year.

Section 4. All vacations earned must be taken by the employee and no employee shall be entitled to vacation pay in lieu of vacation except, however, any employee who has quit, been discharged or laid off before he/she has worked his sixty (60%) per cent shall be entitled to the vacation pay earned on a prorata basis provided he/she has worked his/her first full year.

Section 5. In the event a holiday falls within an employee's vacation period, the employee will receive an extra days pay for such holiday.

Section 6. Any employee whose seniority is terminated due to quitting or being discharged and who is later re-hired will be entitled to a vacation on the basis of his/her later employment date.

Section 7. Vacations will be scheduled on the basis of seniority by the employees in each department. Only one employee will be allowed to be on vacation at one time in any one section. All vacations for operators will be so scheduled so that there is at least one (1) day off between vacations for the shift operator.

Section 8. The Employer will allow one opportunity annually for each employee to butt their vacation up to another employee's vacation in contravention of the above Section Seven during the course of this one-year contract.

Section 9. All vacations shall be taken in five (5) day increments. Employees shall schedule their vacations within each department on the basis of seniority. All vacations shall be scheduled at least 60 days in advance (employer may at its discretion waive said 60 day notice requirement). A scheduled vacation may be taken in any work period and may not be canceled by the employer except in the case of a work emergency. In the case of continuous shift employees as defined by Article 14 Section 2 of this Agreement for purposes of this paragraph a five (5) day increment may be either five (5) consecutive scheduled work days when a work week is composed of five (5) days or a scheduled period of four (4) consecutive work days plus the last day of the immediately proceeding work period or the first day of the immediately succeeding work period.

## ARTICLE 17

### WAGE DISPUTES

The Union or its chosen legal representative shall have the right to examine time sheets and all other records pertaining to computation of the payroll of any employee whose pay is in dispute, such request to be made to the Employer with twenty-four (24) hours advance notice.

## ARTICLE 18

### SETTLEMENT OF DISPUTES

Section 1. It is mutually agreed that all grievances, disputes, or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Section 2. Should any grievance, dispute, or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly as shown in this Article.

Section 3. All grievances shall be filed in writing with the General Manager of the Water Works at the business office of the Water Works within 7 calendar days of any alleged infraction.

Section 4. Within 7 calendar days of the receipt of any written grievance the employer shall respond in writing to the employee and send a copy of such response to the employee's Union Steward and Union Business Representative. In the event that the response does not settle the dispute the employer's General Manager and the Union Steward or such other representative of the Union as the Union may designate and the affected employee or employees shall meet within 7 calendar days of the written response of the employer to again attempt to resolve the dispute. If the meeting does not resolve the dispute then either the Union or the employer may within 7 days after said meeting request that a grievance be submitted to arbitration in the following manner:

(1). The Union and the employer shall endeavor to agree upon an arbitrator. If no agreement is reached within 5 days then

(2). A joint letter will be mailed requesting either the Public Employment Relations Board or the Federal Mediation and Conciliation Service to submit a list of at least five available arbitrators from which one is to be mutually selected by each party alternatively striking two names within five days of the receipt of the list. A joint letter shall be sent to the designated arbitrator informing that person that he/she has been selected.

Submittal of a grievance to arbitration does not deprive the parties of the right or responsibility to continue to meet, talk, or negotiate in an effort to settle an arbitration.

Section 5. The arbitrator shall be advised of the limitation upon his/her authority by statute and by this Agreement and that his/her final decision is expected within thirty (30) days after the hearing date. The agreed limitations are:

(a). The decision of the arbitrator shall be final and binding upon all parties to this Agreement and any employee involved in the dispute. Any award resulting from the arbitrator's decision shall not be retroactive beyond the date on which the grievance first occurred.

(b). The arbitrator shall be limited to interpreting the Agreement and applying it to the particular case presented to him; he/she shall have no authority to add to, subtract from, disregard, or in any way modify the terms of Agreement or any agreement made supplementary thereto.

Section 6. The expenses and fees of the arbitrator and such other expenses mutually agreed to in advance, shall be borne equally by the parties. Each party shall pay their own cost of presentation and cost of their witnesses or the cost of securing a deposition from witnesses.

## ARTICLE 19

### TEMPORARY HELP

It is agreed that the Employer can hire persons for temporary or emergency work for ninety-two (92) working days without complying with the wage rates set forth in this Agreement.

## ARTICLE 20

### CHECK-OFF

The Employer agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees, and such assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required.

## ARTICLE 21

### WAGES AND EMPLOYEE CLASSIFICATIONS

#### Section 1.

##### Plant Operator Trainee

A Plant Operator Trainee is an employee hired to become a Plant Operator. A Plant Operator Trainee shall receive compensation at the operator trainee pay level per contract, until they receive Grade 1 Certification. At that time they will move to Grade 1 pay classification.

A previous paragraph of this section notwithstanding a permanent full time bargaining unit employee who bids into the position of Plant Operator Trainee shall receive while acting as a Plant Operator Trainee his/her current wage rate. The employee shall receive the pay rate of a Grade 1 Operator on the condition that the employee obtains his/her Grade 1 License.

Any Plant Operator Trainee who does not obtain Class 1 license within one year of employment (or transfer into Trainee position) shall be terminated unless qualified for some other vacant position in which the employee can function without violating any governmental regulations imposed upon the Employer.



### Plant Operator Grade 1

A Plant Operator Grade 1 is a Plant Operator with a Class 1 License. A Plant Operator Grade 1 must obtain a Class 2 License within twenty-four (24) months after receiving Grade 1 certification. If a Plant Operator Grade 1 does not obtain a Class 2 License within the time specified, he or she shall be terminated unless qualified for some other vacant position in which the employee can function without violating any governmental regulations imposed upon the Employer.

### Plant Operator Grade 2

A Plant Operator Grade 2 is a Plant Operator with a valid Iowa Class 2 License.

### Plant Operator Grade 3

A Plant Operator Grade 3 is a Plant Operator with a valid Iowa Class 3 License as of July 1, 1996.

### Plant Operator Grade 4

A Plant Operator Grade 4 is a Plant Operator with a valid Iowa Class 4 License as of July 1, 1996.

### Plant Maintenance Employee

A Plant Maintenance Employee is a person required to perform maintenance, repair work and services within or upon the water treatment facilities. A maintenance employee will meet the same certification requirements as a Plant Operator.

### Working Lead Person

A Working Lead Person is a lead employee in charge of employees as assigned by the Employer. A Working Lead Person shall not be exempted from the tasks required of other employees.

### Utility Worker

A Utility worker is a person required to perform such tasks for the maintenance of the system as may be requested by the Employer.

### Utility Worker Distribution Grade 1

A Utility worker Grade 1 is a Utility worker with a valid Iowa Class 1 Water Distribution license.

### Utility Worker Distribution Grade 2

A Utility worker Grade 2 is a Utility worker with a valid Iowa Class 2 Water Distribution license.

### Utility Worker Distribution Grade 3

A Utility Worker Grade 3 is a Utility worker with a valid Iowa Class 3 Water Distribution license.

### Meter Reading and Maintenance Employee

A Meter Reading and Maintenance Employee is a person who shall, as required by the Employer, from time to time take and record readings from water meters within the Employer's service area and, in addition, shall be required to recognize meters in need of maintenance or repair, and to repair, maintain, or conserve water meters. Moreover, such employee shall upon request make connections or tap into the facilities of the Employer and shall be available to aid Utility Workers or other employees of the Employer in the event of emergencies within the Employer's facilities. (See Section 7 of Article 8 of this Agreement).

Section 2. Plant Operator Trainees, Plant Operators Grade 1 through Grade 4 are and shall be considered continuous shift employees and shall be available on an on-call basis as required by the rules and regulations of the Employer.

All employees shall be available on an on call basis to respond to emergencies within the facilities of the Employer as provided by the work rules of the Employer. (See Section 7 of Article 8 of this Agreement).

Section 3. The following SHALL be the minimum hourly rates of pay for the classifications designed in this Article:

	Starting July 1 2005	Starting July 1 2006	Starting July 1 2007
Plant Operator trainee	\$11.64	\$ 11.93	\$ 12.23
Plant Operator Grade 1	14.55	14.91	15.29
Plant Operator Grade 2	15.50	15.89	16.29
Plant Operator Grade 3	16.78	17.20	17.63
Plant Operator Grade 4	17.44	17.87	18.32
Plant Maintenance Employee	14.55	14.91	15.29
Working Lead Person	14.55	14.91	15.29
Utility Worker	14.23	14.59	14.95
Meter Reading and Maintenance Employee	14.23	14.59	14.95
Utility Worker Distribution Grade 1	14.42	14.78	15.15
Utility Worker Distribution Grade 2	14.65	15.02	15.39
Utility Worker Distribution Grade 3	15.50	15.89	16.29

Employer agrees to pay for training required to upgrade Iowa State Certification to advance grades for Plant Operators and Utility Distribution Workers. In addition, employer agrees to pay testing fees to upgrade Iowa State certification for up to three attempts and all certification renewal fees.

Section 4. Any employee designated as substituting for a supervisor (not in the bargaining unit) while said supervisor is on vacation or out of town upon business of the Employer shall receive Ten Dollars (\$10.00) per day and such employee shall be required to carry a pager and to substitute in twenty-four (24) hour increments in order to receive the per day payment, and said employee shall not receive or claim any compensation under Section 2 of Article 22 while so acting and provided said employee shall be held to perform as a supervisor and shall be responsible to act as a supervisor. This provision shall not be construed as relieving any employee of ordinary work responsibilities.

## ARTICLE 22

### OVERTIME PAY, CALL-IN PAY AND CAR ALLOWANCE AND RESIDENCY REQUIREMENTS

Section 1. OVERTIME. The normal workweek for employees shall consist of five (5) eight (8) hour days. The employee shall be paid 1 1/2 times the hourly rate for all hours worked over eight (8) hours in a one (1) day period and a one (1) day period shall be defined as the calendar day commencing at 12:00 midnight each day and ending at the end of the calendar day provided, however, an employee who commences a scheduled work day prior to midnight and continues to work past midnight shall receive overtime at 1 1/2 times base for all time worked in a continuous shift over eight hours without regard to the calendar day (a continuous shift for the purposes of this provision is a work period not interrupted by a break of at least seven hours), except the foregoing definition shall not apply to operators. In addition, the employee shall be paid 1 1/2 times the hourly rate for all hours worked on employee's scheduled day off or the applicable rate of pay for that day. Two times the hourly rate of pay shall be paid for all Sunday work except in the case of Plant Operators who shall be paid 1 1/2 times their hourly rate of pay on the sixth day or their first day off in a scheduled work week and two times their hourly rate of pay on their seventh day or their second day off. Two times base pay shall be the maximum overtime paid for any reason. (Except for the holidays which shall be governed by the provisions of Article 15 Section 2). No employee may claim overtime for more than one reason. If an employee will be required to return to work less than twelve (12) hours after the end of a his/her shift for reasons known to the employer, the employee shall be given at least twelve (12) hours notice that the employee will be called in to work, or if the employer learns of such need less than twelve (12) hours prior to said call in then the employer shall give notice as promptly as possible.

Section 2. CALL-IN. When it is necessary to call an employee from his/her home for work during any hours in addition to his/her regular shift, unless said time is immediately prior to or succeeding his/her regular shift, he/she shall receive a minimum of four (4) hours pay at the rate of time and one-half the regular rate of pay. This shall be paid in addition to his/her regular week's work. Double time shall be paid if the employee is called in on his/her second consecutive day off.

Section 3. CAR ALLOWANCE. All employees who use their personal vehicles on the job in the performance of their duties for the employer shall be reimbursed Eight Dollars (\$8.00) a day as car allowance. This amount shall be paid at the end of each month.

Section 4. RESIDENCY REQUIREMENTS. Employees shall reside within an area defined by the map attached to this Contract and marked Exhibit "A" as outlined in yellow and shall respond to call-ins in a reasonable time, but during a time of no adverse conditions no later than 30 minutes.

## ARTICLE 23

### GROUP HEALTH INSURANCE

There shall be in effect during the term of this agreement a group life and health insurance coverage provided by the employer on participating regular employees and their dependents.

Starting with the premium due in July, 1993, the Employer shall pay one hundred (100%) per cent of the premium on such insurance for each participating regular employee's individual coverage and one hundred (100%) per cent of the premium of each participating regular employee's premium for the employee and the employee's dependents.

The Employer agrees to provide the same or improved coverage benefits for regular employees and their dependents during the term of this Agreement unless the Union agrees to a change in coverage or the City of Keokuk which provides group coverage for the Employer's employees should change coverage in which event the Employer and the Union will consult one another in the selection of an alternative insurance program which shall nonetheless be paid as provided in this Agreement.

In the event the insurance carrier unilaterally withdraws or changes coverage without any request for change from the Employer during the term of this Agreement, the Employer and the Union will meet to negotiate continuation of benefits or alternative coverage. In the event of a failure to agree, either the Employer or Union may proceed to arbitration to resolve any impasse regarding those insurance changes.

## ARTICLE 24

### TIME OFF FOR FUNERALS

Employees will be allowed up to a maximum of three (3) days with pay to attend a funeral in their immediate family, immediate family to include spouse, father, mother, son, daughter, sisters and brothers, step-parents, grandparents, and grandchildren of the employee or spouse. Employees will be allowed one (1) day off with pay to attend a funeral of any step-brother or step-sister. This does not apply to an employee on vacation, paid holidays, or non-scheduled workdays.

It is further agreed that an employee be allowed without loss of pay to attend a funeral of another employee working under this Agreement. The day used in attending this funeral will be deducted from the employee's accrued vacation pay.

Employees off work to serve as a pallbearer shall be compensated four (4) hours pay at their straight time hourly rate and it shall be deducted from their accumulated sick leave.

## ARTICLE 25

### JURY PAY

The Employer agrees to pay all employees called to serve on any jury the difference in wages between jury pay, their regular earnings due to examination, selection and/or actual service on a jury.

If an employee is discharged from the jury before the workday ends, he/she must report immediately to the Employer for work except for operators. This shall be construed to mean pay for the regular working hours of the employee selected for such jury duty.

## ARTICLE 26

### HEALTH AND SAFETY

Section 1. All uniforms will be provided by the Employer for Meter Readers, Meter Maintenance, Distribution Crew and Plant Maintenance Personnel at a maximum replacement of three sets per year at the Employer's decision. All protective clothing, safety equipment, and protection devices, which are required by the Employer to be worn or used with the exception of safety shoes, shall be provided by the Employer at no cost to the employee. The Employer agrees to pay \$25.00 per year toward the purchase of safety shoes, to be paid on July 1, of each year. Employer also agrees to pay difference in cost of obtaining and maintaining a chauffeur's license in lieu of a regular drivers license for those employees required to have such license for work purposes.

Section 2. It is the desire of the Employer and the Union to maintain the highest standard of health and safety conditions in order to eliminate as much as reasonable practicable accidents, death, injuries and illness in the course of employment. To effectuate these ends the Employer and Union agree to form a Joint Occupational Safety and Health Committee composed of two (2) members of the Employer and two (2) members from the Union. The Committee shall meet at such times as either its members, the Union or the Board of Trustees of the Keokuk Municipal Water Works shall request but in no case less than twice in each calendar year. The Committee shall upon its own motion or at the request of the Board of Trustees of the Keokuk Municipal Water Works or the Union inspect the physical facilities where persons under this Agreement are employed in order to detect hazardous physical conditions or procedures related to health and safety. The Committee may recommend changes in the facilities, the use or additions of protective equipment, protective apparel or other devices for the elimination of health or safety hazards including procedures related to training. Nothing in this Article shall restrict the right of the Joint Occupational Safety and Health Committee to investigate health and safety conditions within or relating to departments covered by this Agreement. All records of accidents, injuries or illness shall be maintained by the Employer and shall be available to the Committee or its members upon request. These reports shall include all reports required by the State of Iowa under Chapter 88 of the Code or by the United States of America under the Occupational Health and Safety Act of 1970, as amended. The Union shall designate one of its members of the Occupational Safety and Health

Committee as the Union's representative to accompany any inspection or to participate in any investigation conducted by either the State of Iowa or the United States under the aforementioned provisions of law. Nothing in this section shall be deemed to waive or restrict the rights and obligations of either the Keokuk Municipal Water Works or the Union or any individuals under either the aforementioned provisions of the law and nothing herein shall be deemed a waiver of the right of the Keokuk Municipal Water Works to conduct independent investigations or inspections as required or allowed by law.

Section 3. No driver covered by this Agreement shall be permitted to allow anyone other than the employees of the Employer who are on duty to ride in his/her vehicle unless authorized in writing by a representative of the Employer.

Section 4. The Employer shall publish and post all rules and regulations. In addition, the Employer shall give notice to the Union and the employees by posting any proposed changes in rules and regulations. The Union shall have the right to contest any changes as being unreasonable and dispute the same under the grievance procedure of this contract provided in Article 18. Employer shall include a dress code among its rules and regulations.

Section 5. As a condition of employment the employees recognize that from time to time they shall be required to work through ordinary meal hours and outside and beyond their ordinary scheduled hours of employment. In such situations the Employer agrees to reimburse the employee when the employee is required to purchase a meal, but only to the extent of the actual cost of the meal, not exceeding \$4.00 for breakfast, \$4.50 for lunch and \$5.00 for dinner.

Section 6. The Employer covenants to make available at no loss in wages training necessary for State Certified employees to qualify for minimum continuing education at the license level required for Employer's plant

## ARTICLE 27

### PUBLIC EMPLOYEES RETIREMENT

The Employer assures the employees of their rights to participate in the I.P.E.R.S. Retirement Program governed by the laws of the State of Iowa.

## ARTICLE 28

### NONDISCRIMINATION

The Employer and the Union agree to cooperate fully to assure there will be no unlawful discrimination against any employee or person seeking employment because of race, creed, color, national origin, sex or age as required by law.

ARTICLE 29  
HANDICAPPED EMPLOYEES

The Employer will comply with all state and federal laws and regulations pertaining to individuals with disabilities.

ARTICLE 30  
RULE OF CONSTRUCTION

References in this Agreement herein (except in the preamble) to the City of Keokuk shall be deemed (unless context clearly requires otherwise) to refer to the Keokuk Municipal Water Works.

ARTICLE 31  
EFFECTIVE DATE AND DURATION OF AGREEMENT

THIS AGREEMENT shall be in full force and effect from July 1, 2005 to and including June 30, 2008

Either party may send to the other party a certified letter regarding the opening of this Agreement by September 2007.

If the parties are at impasse prior to December 31, 2007, they shall meet and mutually select an arbitrator to settle all issues and the arbitrator's decisions shall be final and binding upon both parties. The cost of arbitration shall be borne equally by both the Employer and the Union.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, A.D, 2005.

Any supplement mutually agreed to thereafter shall become a part of this Agreement.

KEOKUK MUNICIPAL WATERWORKS

BY: Bill C. Cole

Chauffeurs, Teamsters and Helpers, Local Union  
No. 238, Affiliated with the International  
Brotherhood of Teamsters

BY: Dany Danham

TITLE: Sec Treasurer

BY: Kimbra Wilson

TITLE: Business Representative



